

**IN THE UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF WISCONSIN  
MILWAUKEE DIVISION**

KENTUCKY LABORERS DISTRICT COUNCIL	)	
HEALTH AND WELFARE TRUST FUND;	)	
KENTUCKY LABORERS' JOINT APPRENTICESHIP	)	
AND TRAINING TRUST FUND;	)	
LABORERS' NATIONAL PENSION FUND; and	)	
KENTUCKY LABORERS – EMPLOYERS	)	
COOPERATION AND EDUCATION TRUST,	)	Case No.: 2:21-cv-816
	)	
Plaintiffs,	)	
	)	
vs.	)	
	)	
GLOBAL CONTAINMENT SOLUTIONS, LLC,	)	
a Louisiana Limited Liability Company,	)	
	)	
Defendant.	)	

**COMPLAINT**

NOW COME the Plaintiffs, the KENTUCKY LABORERS DISTRICT COUNCIL HEALTH AND WELFARE TRUST FUND, the KENTUCKY LABORERS' JOINT APPRENTICESHIP AND TRAINING TRUST FUND, the LABORERS' NATIONAL PENSION FUND and the KENTUCKY LABORERS – EMPLOYERS COOPERATION AND EDUCATION TRUST, by and through their counsel, JOHNSON & KROL, LLC, complaining of Defendant GLOBAL CONTAINMENT SOLUTIONS, LLC, and allege as follows:

**JURISDICTION AND VENUE**

1. This action arises under Sections 502 and 515 of the Employee Retirement Income Security Act (hereinafter referred to as “ERISA”). (29 U.S.C. §§ 1132 and 1145). The Court has jurisdiction over the subject matter of this action pursuant to 29 U.S.C. § 1132(e)(1) and 28 U.S.C. § 1331.

2. Venue is proper in this Court pursuant to 29 U.S.C. § 1132(e)(2) in that GLOBAL CONTAINMENT SOLUTIONS, LLC (“GLOBAL CONTAINMENT”) has its principal office located at 405 East Forest Street, Suite 110, Oconomowoc, Wisconsin 53066, which is located in the Eastern District of Wisconsin, Milwaukee Division.

### **PARTIES**

3. The KENTUCKY LABORERS DISTRICT COUNCIL HEALTH AND WELFARE TRUST FUND (“WELFARE FUND”), KENTUCKY LABORERS’ JOINT APPRENTICESHIP AND TRAINING TRUST FUND (“TRAINING FUND”) and LABORERS’ NATIONAL PENSION FUND (“PENSION FUND”) (collectively “TRUST FUNDS”) are Taft-Hartley benefit funds which provide benefits to their participants and, therefore, are multiemployer plans under 29 U.S.C. § 1002.
4. The TRUST FUNDS are fiduciaries within the meaning of Section 3(21)(A) of ERISA, 29 U.S.C. § 1002(21)(8), and are authorized to bring lawsuits on behalf of their participants and beneficiaries.
5. The KENTUCKY LABORERS - EMPLOYERS COOPERATION AND EDUCATION TRUST (“LECET”) is a labor management cooperation committee that is jointly administered by the Kentucky Laborers District Council (“District Council”) and construction industry employers in Lawrenceburg, Kentucky.
6. The LECET is the collection agent for the Ohio Valley and Southern States Laborers Employers Cooperation and Education Trust.
7. The TRUST FUNDS and LECET are also third-party beneficiaries of the collective bargaining agreements between the employers and various local unions, including Laborers’ Local Union No. 1445 affiliated with the District Council.

8. GLOBAL CONTAINMENT is a Louisiana limited liability company with its principal place of business located at 405 East Forest Street, Suite 110, Oconomowoc, Wisconsin.

**COUNT I**  
**BREACH OF THE LABOR AGREEMENT**

9. Plaintiffs re-allege and incorporate the allegations contained in paragraphs 1-8 of this Complaint with the same force and effect as if fully set forth herein.
10. GLOBAL CONTAINMENT is an employer engaged in an industry affecting commerce which agreed to be bound by the terms of a National Maintenance Agreement (“NMA”) established by the National Maintenance Agreements Policy Committee, Inc. (“NMAPC”) with the Laborers’ International Union of North America (“LIUNA”). (A copy of the NMA is attached hereto as **Exhibit 1**); (A copy of the Acceptance of Agreement signed by GLOBAL CONTAINMENT is attached as **Exhibit 2**).
11. On or about September 1, 2016, the LIUNA and the NMAPC approved the Big Sandy Plant decommissioning project as a yellow card site pursuant to which the NMA would be applicable. (A site extension request detail sheet is attached as **Exhibit 3**).
12. The Big Sandy Plant is within LIUNA Local 1445’s jurisdiction.
13. Article IX, Paragraph 1 of the NMA provides in part as follows:
- Welfare Funds, Pension Funds, Apprentice Training Funds and other monetary funds required by the Local Union or District Council Labor Agreement shall be paid in accordance with the Local Labor Agreement.
- (Exhibit 1)**.
14. The relevant Local Labor Agreement for work performed within LIUNA Local 1445’s jurisdiction is the Local Collective Bargaining Agreement (“Local CBA”) between the Tri-

State Contractors Association Incorporated and LIUNA Local 1445. (A copy of the Local CBA is attached as **Exhibit 4**).

15. The Local CBA requires employers to pay contributions to the TRUST FUNDS and LECET for each hour of work performed by their laborer employees. (**Exhibit 4**).
16. Through the NMA, GLOBAL CONTAINMENT also became bound by the provisions of the Agreements and Declarations of Trust which created and govern the administration of the TRUST FUNDS (hereinafter referred to as the “Trust Agreements”). (**Exhibit 1**).
17. Pursuant to the Delinquency, Audit, and Other Payment Procedures (“Collection Procedures”) adopted by the TRUST FUNDS, contributions are due and payable on or before the tenth (10<sup>th</sup>) day of the month immediately preceding the Eligibility Month for which the contributions are being paid. (A copy of the Collection Procedures is attached as **Exhibit 5**).
18. Pursuant to the Collection Procedures, employers who fail to submit their monthly contribution reports and contributions to the TRUST FUNDS on a timely basis are responsible for payment of liquidated damages at a rate of ten percent (10%) of the delinquent contributions, interest at the rate of ten percent (10%) per annum, plus attorneys’ fees and costs.
19. In order to verify GLOBAL CONTAINMENT’s compliance with the NMA and Local CBA, the TRUST FUNDS and LECET hired an independent reviewer to conduct a payroll compliance audit of GLOBAL CONTAINMENT’s payroll books and records for the period of January 1, 2017 through December 31, 2019.
20. The audit revealed that GLOBAL CONTAINMENT failed to make required contributions for work performed at the Big Sandy Plant by its laborer employees to the TRUST FUNDS

and LECET in the amount of \$370,673.15, which resulted in liquidated damages and interest of \$118,046.64, itemized as follows:

<b>Fund:</b>	<b>Contributions:</b>	<b>Interest:</b>	<b>LDs:</b>	<b>Total:</b>
Pension	\$179,517.50	\$39,045.35	\$17,951.76	<b>\$236,514.61</b>
H&W	\$173,991.75	\$38,160.30	\$17,399.19	<b>\$229,551.24</b>
Training	\$9,902.25	\$2,177.08	\$990.25	<b>\$13,069.58</b>
LECET	\$7,261.65	\$1,596.54	\$726.17	<b>\$9,584.36</b>
	<b>\$370,673.15</b>	<b>\$80,979.27</b>	<b>\$37,067.37</b>	<b>\$488,719.79</b>

(A redacted copy of the Audit Report is attached as **Exhibit 6**).

21. GLOBAL CONTAINMENT has a continuing obligation to pay contributions to the TRUST FUNDS and LECET. As a result, GLOBAL CONTAINMENT may owe additional amounts over and above what is identified in the audit report.
22. Plaintiffs have been required to employ the undersigned attorneys to collect the monies that are due and owing by the GLOBAL CONTAINMENT.
23. Plaintiffs have complied with all conditions precedent in bringing this suit.
24. GLOBAL CONTAINMENT is obligated to pay the attorneys' fees and court costs incurred by the Plaintiffs pursuant to the NMA, Local CBA, Trust Agreements, Collections Procedures and 29 U.S.C. §1132(g)(2)(D).

**WHEREFORE**, Plaintiffs respectfully request the following relief:

- A. That Judgment be entered in favor of Plaintiffs and against GLOBAL CONTAINMENT in the aggregate amount of \$488,719.79, itemized as follows:
  - i. \$179,517.50 in delinquent contributions to the PENSION FUND;
  - ii. \$56,997.11 in liquidated damages and interest to the PENSION FUND for the untimely payment of contributions;

- iii. \$173,991.75 in delinquent contributions to the WELFARE FUND;
  - iv. \$55,559.49 in liquidated damages and interest to the WELFARE FUND for the untimely payment of contributions;
  - v. \$9,902.25 in delinquent contributions to the TRAINING FUND;
  - vi. \$3,267.33 in liquidated damages and interest to the TRAINING FUND for the untimely payment of contributions;
  - vii. \$7,261.65 in delinquent contributions to LECET; and
  - viii. \$2,322.71 in liquidated damages and interest to LECET for the untimely payment of contributions.
- B. That GLOBAL CONTAINMENT be ordered to pay the reasonable attorneys' fees and costs incurred by the Plaintiffs pursuant to the NMA, Local CBA, Trust Agreements, Collections Procedures and 29 U.S.C. §1132(g)(2)(D); and
- C. That Plaintiffs have such other and further relief as the Court may deem just and equitable, all at the cost of GLOBAL CONTAINMENT, pursuant to 29 U.S.C. §1132(g)(2)(E).

Respectfully Submitted,

**KENTUCKY LABORERS DISTRICT  
COUNCIL HEALTH AND WELFARE  
FUND *et al.***

/s/ William M. Blumthal, Jr.  
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